



AMBASSADE DE FRANCE EN R.A.E.
LYCEE FRANÇAIS DU CAIRE

ÉTABLISSEMENT
EN GESTION DIRECTE



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Agence pour
l'enseignement français
à l'étranger

LYCEE FRANÇAIS DU CAIRE

Restructuration of Maadi Primary School

HVAC, Electrical and Plumbing works

Volume 0

INSTRUCTIONS TO BIDDERS

DEADLINE FOR SUBMISSION OF BIDS

MONDAY 30TH NOVEMBER 2020 before 4:00 pm

EMPLOYER / CLIENT

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CONSULTANTS / ENGINEERS

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A. General

1. Scope of Bid

1.1 The Employer, "The French Lycee in Cairo" as defined hereinafter "the Employer" or "the Client", wishes to receive bids for the HVAC, Electrical and Plumbing works of restructuration of Maadi primary school in Cairo, hereinafter referred to as "the Works":

1.2 The successful bidder will be expected to complete the Works within the period of 25 months from the date of commencement of the Works.

1.3 The site of the Works is located as the following address:

<p>Lycée Français du Caire Ecole Primaire de Maadi 7 rue 12 11431 Maadi – Le Caire - EGYPTÉ</p>

1.4 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", bid/tender", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

In this document, the terms "bid" is also use as containing application and offer documents.

2. Source of Funds

2.1 The Source of funds is the French Lycee in Cairo.

3. Eligible Bidders

3.1 Construction firms (local or international) are invited to submit their application files.

Applications to this public contract may only be submitted by natural or legal persons who have:

- The required legal, technical and financial capacities;
- A regularized tax status (entities who have filed their tax returns and paid the amounts due or, in the case of non-payment, have provided security guarantees that are deemed acceptable by the accounting officer in charge of collection);

Applications to this public contract will not be accepted from:

- Firms in compulsory liquidation;
- Firms who have gone into receivership (except where special authorization is issued by the competent judicial authority).

4. Eligible Materials, Plant, Supplies, Equipment

4.1 The materials, Plant or Contractor's Equipment, other supplies, and services to be supplied under the Contract, shall have their origin in eligible source countries, meaning either first class local supplies and/or European Union supplies.

5. One Bid per Bidder

5.1 A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a partner in a joint venture.

No firm can be a sub-Contractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. A firm, if acting in the capacity of sub-Contractor in any bid, may participate in more than one bid, but only in that capacity. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

This sub-clause not concern the others bidding process in progress and general works bidders are allowed to submit a complementary bid.

7. Cost of Bidding

7.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. Site Inspection

8.1 The bidder is advised to visit and examine the Site of Work and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

8.2 The bidder has to submit a request for site inspection next to the Employer, indicating the name of the persons that will be attending, at least 2 working days (from Sunday to Thursday), before expected time, and at the latest 14 days prior to the deadline for submission of Bids.

B. Application Documents

9.1. The application document must demonstrate the firm or the joint venture's capacity to carry out the required works successfully. The document should present, in summary form, a clear description of principal works completed over the past ten years, as well as acquired qualifications and experience. **Excessive information will cost points!**

The application document must be either in **English**. It must respect the formats presented in the Appendices and include the points listed below:

- ADMINISTRATIVE FILE containing:

1. **Letter of Application** (maximum 5 pages) including:
 - **Administrative overview of the company:** the firm's capital (amount); firm's business structure; street address; email address; telephone numbers and contact information for the applicant's contact person.
 - **A succinct presentation of the company:** history, organizational chart, area of expertise ...
2. **Authorization** by the person entitled to hire the applicant, duly signed and dated (1 page).
3. A **declaration of cooperation** (to be provided only by joint ventures) naming the agent / firm who will undertake project implementation, describing the nature of the joint venture and providing a list of the firms that constitute it.
4. **Documentary proof of financial standing** (see the example in the Appendix) – the bidder must attach a sworn statement showing the firm's turnover figures for the past 5 years and the proportion of turnover pertaining to construction works services.
For joint ventures, documentary proof of financial standing is required for each member of the venture.
5. **Certifications**
 - Commercial registration certification;
 - Non-bankruptcy certification issued by the Commercial Court of the country of origin;
 - Certificate of registration with the Tax Authority, for VAT;
 - Certificate of paid taxes;
 - Certificate of non-violation of the Labor Code in the country of origin;
 - Sworn declaration by the applicant that he has not been the subject of any criminal convictions for the past 5 years;

- **TECHNICAL FILE containing:**

6. Human Resources (see the example in the Appendix)

- **List of personnel available** for the contract providing information on their qualifications, professional and regional experience and participation in similar projects – This list should show that the firm is capable of mobilizing the required personnel (use the form attached in the Appendix). **Please include only personnel that are relevant to the contract!**
- A declaration specifying the **average annual workforce** and the number of management staff (distinguish between administrative and technical staff), technicians and skilled laborers employed by the applicant for each of the past 5 years.
- **CVs of management staff** nominated for the operation.

7. Material Resources (see the example in the Appendix)

Presentation of a detailed list of technical resources (tools, plant and technical equipment) available to the applicant for executing similar operations.

8. Reference Projects (see the example in the Appendix)

Submission of reference project sites executed by the firm over the past 10 years (or in the case of a joint venture, by each member of the venture) that are **comparable in nature and size to the present project** (surface area, implementation methods, type of establishment ...), including amount, dates and recipients, public or private. This list must be supported by testimonials of successful implementation and photographs of the completed works. Regarding foreign company, references to export will be highly considered, especially if their concern Egypt.

C. Bidding Documents

10. Content of Bidding Documents

10.1 The bidding documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause 11:

Volume 0 Instructions to Bidders + Annex
Volume I Contract Agreement + Annex
Volume II Part I. General Conditions of Contract Part II. Particular Conditions of Contract
Volume III Part I. Specifications Part II. Drawings Part III. Bills of Quantities Part IV. Schedule Part V. Appendix

11. Clarification of Bidding Documents

11.1 A prospective bidder requiring any clarification of the bidding documents shall notify formally by e-mail to the Consultants with copy to the Employer at addresses indicated in Bidding Documents.

The Consultants will respond to any request for clarification that he receives earlier than 14 days prior to the deadline for submission of bids.

12. Amendment of Bidding Documents

12.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing Addenda.

12.2 Any Addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 10.1 and shall be communicated in writing to all the prospective bidders. Prospective bidders shall promptly acknowledge receipt of each Addendum to the Employer.

12.3 To give prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Clause 23.

D. Preparation of Bids

13. Language of Bid

13.1 The bid, and all correspondence and documents related to the bid exchanged by the bidder, the Employer and the Consultants, shall be written in **English** or French.

Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the translation shall prevail.

14. Documents Comprising the Bid

14.1 The bid submitted by the bidder shall comprise the following documents duly completed, dated, stamped and signed:

- Letter of Tender
- Contract Agreement + Appendix
- General Conditions of Contract accepted without modification
- Particular Conditions of Contract accepted without modification
- Bills of Quantities
- **Works Methods Proposal**, with a preliminary bar chart program covering the various areas and activities of the Works in sufficient detail to demonstrate the adequacy of the bidders proposal to meet the technical specifications and the completion time referred to sub-clause 1.3.
- **Technical Proposal** providing project statement of work for every item. It must be clearly clarified and explained showing kind of materials, method of fixation or welding, type of finishing & painting...etc.
- List of any subcontractor required to carry out specialized works, including CV's of subcontractor.
- If any, engineering or contract variations proposals to the Tender

15. Bid prices

15.1 Unless stated otherwise in the bidding documents, the Contract shall be for the whole Works as described in sub-Clause 1.1 based on **lump sum contract** reference to the unit rates and prices in the Bill of Quantities submitted by the bidder.

15.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the bidder, shall be deemed covered by rates for other items and prices in the Bill of Quantities.

15.3 The Employer could be exempted from local duties, taxes, and other levies. Whatever, income taxes for the contractors income is his own responsibility and shall not be included in the exemption.

16. Bid Currency

15.1 The currency of the bid shall be **EGYPTIAN POUND (EGP)** or **EURO (EUR)**.

17. Bid Validity

17.1 Bids shall remain valid for the period of **120 days** from the submission date.

18. Compliance with Bidder Instructions and Alternative Proposals

18.1 Bidders shall complete their Bid in accordance with all instructions given by the Client and submit their Tender proposal in full compliance with the Tender Documents. Non-compliance may be considered as a default and lead, at Employers discretionary option, to having such Tender proposal not considered for the award process.

The financial and penalties conditions shall be followed without any proposed deviations from the tenderer. However, Bidders are allowed to submit engineering or contract variations proposals **only if presented separately as variation proposal to the Tender.**

19. Optional Items

19.1 Optional items in the bill of quantities shall be added to the total of the tender. The owner has the right to deduct the optional items after signing the contract and the contractor has no right to ask for any claims or penalties according to this deduction

20. Format and Signing of Bid

20.1 The bidder shall submit the Bid according these Instructions on :

- **one original paper version,**
- at the same time, **a complete scanned version (.pdf)** on CD-ROM or USB support.

Bill of quantities shall also be submitted on **Excel spreadsheet file (.xls)** with the Tender

The amounts indicated in the financial offer in scanned stamped and signed copy and on the excel file shall be similar. In case of any contradiction, the price indicated in the scanned stamped and signed copy shall prevail. Furthermore, in case of any discrepancy between the amount indicated in the Tender form and the summary sheet of the bill of quantities, the value mentioned in the Tender Form shall prevail.

20.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

21 Bid Security

21.1 The bidder shall furnish, as part of its bid, a fixed guarantee amount of 100,000 EGP.

21.2 The bid security shall be in the form of a Letter of Guarantee is to be presented in the same time as envelope no. 1

E. Submission of Bids

22. Sealing and Marking of Bids

22.1 The Bids have to be addressed respecting the 2 conditions:

- **physically by hand delivery to the employer or by express delivery** with tracking number and sign-out procedure in sealed envelopes during opening hours only at the following address:

LYCEE FRANÇAIS DU CAIRE
Intendance – Miss Ingy MAHER (+202 27 260 930)
Terrain n°05 – Division Cité El Meerag
2ème Megawara – LE CAIRE – EGYPT
Opening hours : from 9 am to 1 pm and from 2 pm to 4 pm

The following identification shall be provided on the envelopes containing the technical / commercial offers:

Attention : **LYCEE FRANÇAIS DU CAIRE / M. LE PROVISEUR**
Project name : RESTRUCTURATION OF MAADI PRIMARY SCHOOL
HVAC, ELECTRICITY AND PLUMBING WORKS
Subject : APPLICATION AND BID SUBMISSION

- **by uploading the complete scanned version** (pdf) with a share link (wetransfer.com or similar) to the following addresses: dafacs.lecaire.lfc@aefe.fr

23. Deadline for Submission of Bids

23.1 Bids must be handed over to the Employer at his address no later than the time and date stipulated in the cover page of this Instruction to Bidders.

23.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will therefore be subject to the deadline as extended.

23.3 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 23.1 will be refused.

F. Assessment of Application Files

24. Application documents must be in summary form; non-specific, voluminous documentation will lead to point deductions.

Only applicants who submit complete application files, with all the required certifications and documents, and who demonstrate a financial standing that is in consonance with the project will be retained for assessment. The assessment of the applications will be made on the basis of the criteria listed below:

- Professional skills and capabilities
- Financial capacity
- Technical skills and capabilities

G. Bid Evaluation

25. Evaluation process

25.1 The Tenders will be evaluated by a private committee (“Committee”) at the convenience of the Client. The Committee will evaluate the proposal at discretion, according to its own criteria, including to:

- The cost
- The technical value of the offer, regarding the technical proposal report referred to sub-clause 13.1
- The relevance of the proposal of works methods also referred to sub-clause 13.1.

if any, subcontractors competences will be highly considered in the evaluation

25.2 Any conditions concerning the technical specifications of materials, products or similar items shall be included in the technical offer specially if it will affect the financial offer, not following these instructions will underestimate the tenderer offer.

25.3 The Committee will decide accordingly, but at its sole discretion, a recommended list of Tenderers. The successful Tenderer shall be appointed as Contractor by the Client; which shall take its decision after having reviewed the notice and the classification of the Committee and having conducted the negotiations on the Contract Agreement with the Tenderer(s) of his choice.

26. Negotiation

26. 1 Tenderers having submitted a valid Tender’s proposal submission will eventually be asked to specify; complete or amend their Tenders proposal in one or more meetings with the Committee. Discussions will mainly focus on the technical offer and will make it possible to verify its suitability for the financial offer.

27. Results Disclosure

27.1 Success or rejection of the Tenderer’s proposal submission will be communicated individually to all Tenderers. Rejections by the Committee or the Client are discretionary and final. They shall not be subject to motivation and shall not be subject to any recourse whatsoever from the Tenderer.

27.2 The Client shall not be bound to accept the lowest priced tendered or any Tender submission proposal, nor shall it be bound to assign any reason for rejection/selection of a Tender.

27.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents shall not be taken into account in bid evaluation.

28.4 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in relation to the Engineer's estimate of the items of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

H. Award of Contract

29. Award

29.1 The Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents

29.2 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

29.3 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by registered letter that its bid has been accepted.

30. Signing of Agreement

30.1 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement incorporating all agreements between the parties.

30.2 Within 14 days of receipt of the Agreement, the successful bidder shall sign the Agreement and return it to the Employer, together with the required performance security.

30.3 Upon fulfillment of Sub-Clause 25, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

31. Performance Security

31.1 Within 14 days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a **performance security of 10% in the form of an "on first demand"** and unconditional bank guarantee; it shall be issued by a reputable bank located in Egypt.

31.2 Failure of the successful bidder to comply with the requirements of Clause 30 and/or 31.1 shall constitute a breach of Contract, cause for annulment of the award, and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to the next ranked bidder.

ANNEX 1: FORM OF LETTER OF TENDER

PROJECT: FRENCH LYCEE IN CAIRO
 RESTRUCTURATION OF MAADI PRIMARY SCHOOL
 HVAC, ELECTRICITY AND PLUMBING WORKS
 OWNER: THE HEADMASTER OF THE FRENCH LYCEE IN CAIRO

Dear,

We hereby certify to

- have examined the Conditions of Contract, Specification, Drawings, Bill of Quantities, Schedules, for the execution of the above-named Works.
- have visited the Site of Work and its surroundings and obtain all information that may be necessary for preparing the bid,

We offer to execute and complete the Works and remedy any defects therein in conformity with this Tender which includes all these documents, for the lump sum price of:

Pack no. 11: Plumbing – sanitary installations: EGP / EUR*

Pack no. 12: Heating – Air conditioning – Ventilation : EGP / EUR*

Pack no. 13: Electricity works – High and low voltages:..... EGP / EUR*

**delete as appropriate*

We undertake, if our tender is accepted, to commence the works within (14) days of receipt of the order of commencement issued to us by the Engineer/Employer, and to complete and deliver the whole of the works comprised in the Contract within 25 months from the date of commencement.

We agree to abide by this tender for the period 120 days from the date fixed for receiving the same, and it shall remain binding upon us for the duration of this period.

Date :

Signed by: (Name) (Title)	Duly authorized to sign Tender for and of behalf of: (Legal Registered Name) (Registered Business Address)	(Signature and Stamp)
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